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Collective Bargaining Agreement

Between the

Board of Education

Of

Newark Community Consolidated School District #66

And

Newark-Millbrook Education Association, IEA-NEA

June 16, 2014

Thru

June 15, 2017

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1 **ARTICLE 1**

2
3 **RECOGNITION**

4
5 **1.1** The Board of Education of the Newark Community Consolidated School District
6 #66 of Newark, IL, Kendall County hereinafter “Employer” hereby recognizes the
7 Newark-Millbrook Education Association/IEA-NEA hereinafter called the
8 “Association” as the sole and exclusive bargaining representative for all regularly
9 employed full and part time certificated teaching personnel with regard to wages,
10 hours, terms and conditions of employment, except for the Superintendent,
11 Building Principal, Substitute Teachers, Social Workers, Psychologists, Nurses,
12 Teacher Aides with or without teaching certificates, and all certified/non-certified
13 non-teaching personnel as well as other employees who are supervisory,
14 managerial and/or confidential, as defined by Public Act 83-1014 and the IELRB
15 subsequent rulings, as well as those teachers and other personnel who are
16 employed and/or supervised by any cooperative agency whose duty is to serve the
17 Board.

18
19 **1.2** This Agreement shall constitute the full and complete commitments between both
20 parties. It supersedes and cancels all previous agreements verbal or written or
21 based on alleged past practices between the Employer and the Association. This
22 Agreement may be altered, changed, added to or deleted from, or modified only
23 through the voluntary mutual consent of the parties in written and signed
24 amendment to this Agreement.

25
26 **1.3** The term “Employee” as used in this agreement includes both male and female
27 employees covered by this Agreement. In addition, wherever in this Agreement
28 the masculine gender is used, it is intended that it will apply to the feminine
29 gender as well.

30
31
32 **ARTICLE 2**

33
34 **MANAGEMENT RIGHTS**

35
36 **2.1** Except as otherwise expressly and specifically limited by the terms of this
37 Agreement, the Employer retains all its customary, usual and exclusive rights,
38 decision-making, prerogatives, functions, and authority connected with or in any
39 way incidental to its responsibility to manage the affairs of the Employer or any
40 part of the Employer. The rights of employees in the bargaining unit and the
41 Union hereunder are limited to those specifically set forth in this Agreement, and
42 the Employer retains all prerogatives, functions, and rights not specifically limited
43 by the terms of this Agreement.

44
45
46 Without limitation, but by way of illustration, the exclusive prerogatives,
47 functions, and rights of the Employer shall include the following:
48

- 1 2.1.1 To direct and supervise all operations, functions and policies of the
- 2 Employer in which the employees in the bargaining unit are employed.
- 3
- 4 2.1.2 To close an operation or facility, or combination of facilities, or to
- 5 relocate, reorganize, or combine the work of operations or facilities for
- 6 budgetary or other reasons.
- 7
- 8 2.1.3 To determine the need for a reduction or an increase in the work force and
- 9 the implementation of any decision with regards thereto.
- 10
- 11 2.1.4 To implement new, and to revise or discharge, wholly or in part, old
- 12 methods, procedures, materials, equipment, facilities, and standards.
- 13
- 14 2.1.5 To assign and transfer staff.
- 15
- 16 2.1.6 To assign shifts, workdays, hours of work, and work locations.
- 17
- 18 2.1.7 To determine the need for and the qualifications of new employees.
- 19
- 20 2.1.8 To discipline, suspend, or discharge any employee.
- 21
- 22 2.1.9 To determine the need for additional educational courses, as part of a
- 23 teacher remediation plan, or evaluation, or training programs, on-the-job
- 24 training and cross-training.
- 25
- 26 2.1.10 To direct the work of its employees and determine the kinds and levels of
- 27 services to be provided and the methods and means of providing those
- 28 services including entering into contracts with private vendors for
- 29 services.
- 30

31 **2.2** The District retains its rights to amend, modify, or rescind policies and practices
32 Referred to in this agreement in case of an emergency, the determination of
33 whether or not an emergency exists is solely within the discretion of the Board
34 and is expressly excluded from the provisions at the grievance procedure.
35 Emergency shall be defined as an Act of God or a system mechanical failure.

36
37 **ARTICLE 3**

38
39 **EMPLOYEE RIGHTS**

40
41 **3.1 Professional Growth**

42
43 The Board and the Association agree on the need for continuing professional
44 growth and development. In accordance with the certificate renewal law (Section
45 21-14 of the Illinois School Code).

1 **3.2 Board Meeting – Notification**

2
3 The President of the Association or his/her designee shall be given notice of any
4 regular or special meeting of the Board.

5
6 **3.3 Board Minutes – Association Copies**

7
8 A copy of the approved Board minutes of Regularly Scheduled meetings shall be
9 placed in the mailbox of the Association President or designee at no cost to the
10 Association.

11
12 **3.4 Names of New Employees**

13
14 Names and addresses of new certificated employees covered by this Agreement
15 shall be made available within fourteen (14) days.

16
17 **3.5 Issues Discussion**

18
19 The Association and the Administration shall meet periodically for the purpose of
20 discussing problems regarding this Agreement. Either party desiring the meeting
21 shall request said meeting in writing and indicate prior to the meeting the
22 reason(s) for the discussion.

23
24 **3.6 Evaluation**

25
26 The Newark District #66 Board of Education (Board) and the Newark-Millbrook
27 Education Association (Association) agree that the process of teacher evaluation
28 is of critical importance in the ongoing professional development of teachers. All
29 parties are interested in selection, developing, and retaining high quality teachers
30 who contribute significantly to the educational program of Newark Community
31 Consolidated School District #66.

32 The Board and Association agree to appoint a joint committee to develop a plan to
33 implement the Performance Evaluation Reform Act of 2010 (PERA). The
34 Committee will be comprised of two (2) members from the Association and two
35 (2) members of the Administration. The committee shall continue to convene
36 informally to discuss a plan to implement the PERA and will ensure that
37 Article 3 of the Agreement is in compliance with the state and federal law
38 regarding teacher evaluation. No later than March 1 of 2016, the committee
39 will hold a formal meeting to begin the process of reviewing the District’s
40 evaluation plan and developing components of the plan related to incorporating
41 data and indicators of student growth.

42
43 **3.7 Reduction-in-Force**

44
45 If the Board determines to reduce the number of tenured teaching staff, it shall
46 implement such a decision in accordance with the Illinois School Code provisions
47 regarding reductions-in-force, Ill. Rev. Stat. C. 122, sec. 24-12, as long as this
48 section remains valid.

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3.8 Seniority Tie-breaking

When it shall become necessary to dismiss members of the bargaining unit who entered upon contractual continued service and have equal seniority, the following tiebreaker procedure shall be used.

- a. Total years of continuous teaching service in the School District.
Less than full-time service shall be computed on a pro-rata basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- b. Earliest day of hire in District of current continuous service.
- c. If a tie still exists, the decision shall be made in favor of the teacher with the most hours beyond a Bachelor's degree.
- d. If two or more teachers remain equal after application of the factor(s) set forth above, then seniority shall be determined by lot.

3.9 Association Leave

The Association may be provided with four (4) annual Association Leave Days for the purpose of sending a representative to local, state, or national conferences or on other business pertinent to Association affairs. Such leave shall be pre-approved by the Superintendent or his designee and the Association agrees to pay the cost of the substitute teacher.

3.10 Seniority Lists

The Board shall each year establish a seniority list. Copies of the list shall be distributed to the exclusive employee representative at least 75 days before the end of the school term of each year. (School Code (105 ILCS 5/24-12(b).)

3.11 Vacancies and Transfer

A vacancy shall be defined as a position within the bargaining unit presently unfilled as well as positions currently filled but anticipated to be open in the future. Open positions created due to a leave of absence shall not be considered a vacancy unless a leave of absence exceeds one year.

The Superintendent and/or his/her designee shall post electronically to all Association members a notice of all new or vacant teacher and extra-curricular positions, except for those positions not otherwise required to be filled pursuant to

1 Section 24-12 of the School Code, as they occur. This notice shall be posted
2 internally seven (7) days before public posting.

3
4 Temporary appointments shall not exceed beyond the school year in which they
5 are made. During summer vacation, a list of vacancies shall be available to the
6 Association in the district office, and electronically to all Association members.

7
8 **3.11.2 Transfer/Reassignment**

9
10 Any teacher may request for transfer/reassignment when an opportunity for such
11 occurs. Such requests shall be in writing to the Administration. The interests and
12 aspirations of the individual teacher shall be considered in all transfer/
13 reassignments. If a building principal denies the request for a
14 transfer/reassignment, the teacher may request a conference with the
15 administration.

16
17
18 **3.12 Rules and Regulations Governing Teachers**

19
20 The Board and Association are committed to a high quality educational offering
21 that is delivered by competent, certified staff within the limits of the resources
22 available.

23
24 In the event a teacher violation of policy is made and documented by
25 administration, written notice will be given to an employee. In the event that a
26 teacher is requested to attend a meeting with an administrator concerning a matter
27 which is disciplinary or could adversely affect his/her future employment, the
28 teacher shall be given at least twenty-four (24) hours written notice whenever
29 possible of the reasons and entitled to have an Association representative present.

30
31 **ARTICLE 4**

32
33 **GRIEVANCE PROCEDURE**

34
35 **4.1 DEFINITION:** A grievance shall mean only a complaint by the employee, group
36 of employees or Association that there has been alleged violation, or
37 misapplication of any of the specific provisions of this Agreement and that such
38 grievance must be filed ten (10) days from the time of the original occurrence of
39 the event complained of, and further, every employee covered by this Agreement
40 shall have the right to present grievances in accordance with these following
41 procedures. The written information contained in the filed grievance shall
42 include: 1) a description of the specific grounds of the grievance, including
43 names, dates and places necessary for a complete understanding of the grievance;
44 2) A listing of the provisions of this Agreement which are alleged to have been
45 violated or misapplied; 3) a listing of specific actions requested of the
46 administration, which will remedy the grievance.

1 **4.2 PROCEDURE:** An employee may at any time present grievances to the
2 administration without the intervention of the local Association provided that the
3 Association has been given the opportunity to be present at all meetings.
4

5 The failure of an employee or the Association to act within the time limits will act
6 as a bar to any further appeal, and an administrator's failure to render a decision
7 or meet within the time limits set forth shall permit the employee or Local
8 Association to precede to the next step. Time limits may be extended only by
9 mutual agreement.
10

11 Hearings and conferences held under this procedure shall be conducted by mutual
12 agreement.
13

14
15 Before a grievance is filed, a sincere attempt should be made to resolve any
16 difference informally between the aggrieved and the Principal or whomever the
17 grievance is against. At this meeting, a representative of the Association is
18 entitled to be present if requested by the employee.
19

20 **FIRST STAGE**
21

22 The filing of the grievance at the first stage must be within ten (10) school days of
23 the original occurrence of the grievance or when the employee first became aware
24 of the situation giving rise to the grievance. The meeting with the Principal, or
25 appropriate District representative, who has authority to make a decision on the
26 grievance, shall make such decision and communicate it in writing within four (4)
27 school days after the meeting, to the aggrieved, the Superintendent, the
28 Association President and the Grievance Committee Chairperson.
29

30
31 **SECOND STAGE**
32

33
34 In the event a grievance has not been satisfactorily resolved at the first stage, the
35 aggrieved employee or his/her Association designee, may appeal to Stage Two by
36 submitting within five (5) school days of the receipt of the Principal's written
37 decision or answer at the first stage, a letter to the Superintendent and/or his/her
38 designee, requesting a meeting.
39

40 Within four (4) school days after such written grievance is received by the
41 Superintendent and/or his/her designee, the aggrieved, the Association Grievance
42 Committee, not here or hereafter to exceed four (4) members, the Principal,
43 and/or the Superintendent and/or his/her designee, will meet to resolve the
44 grievance. The Superintendent and/or his/her designee will file an answer within
45 five (5) school days for the second stage grievance meeting, and communicate it
46 in writing to the employee, Principal, Association President, and Grievance
47 Committee Chairperson.
48

1 **THIRD STAGE**
2

3 If the grievance is not resolved satisfactorily to the Association after the second
4 stage, or the time limits expire without the issuance of the Superintendent’s
5 decision, then the grievant and the Association may appeal the grievance to the
6 Board of Education by submitting within thirty (30) school days of the receipt of
7 the Superintendent’s written decision or answer at the second stage, a letter to the
8 Superintendent requesting a meeting with the Board. Upon receipt of the appeal,
9 the Board of Education shall within thirty (30) days, schedule a closed hearing on
10 the grievance at a regular or special meeting of the Board and shall render its
11 decision in writing within five (5) school days following the meeting.
12

13
14 **FOURTH STAGE**
15

16 If the grievance is not resolved satisfactorily to the Association after the third
17 stage, there shall be a fourth step of impartial arbitration. To request arbitration,
18 the Association shall submit in writing to the Superintendent, within twenty (20)
19 days of the Board’s Stage 3 decision, a request to enter into such arbitration.
20

21
22 **4.3 Binding Arbitration**
23

24 The parties shall jointly request the American Arbitration Association to submit to
25 them a list of five (5) arbitrator’s names and qualifications. Either party may
26 reject one list in its entirety and request that another list be submitted. From such
27 list, the party requesting the arbitration shall strike two names and the other party
28 shall then strike two names. The person whose name remains shall be the
29 arbitrator. The arbitrator selected shall be jointly notified of his selection and
30 requested to contact the parties with respect to setting up a time for a hearing.
31

32 The Board and Association shall share all expenses incurred equally. It is
33 understood that such expenses will be limited to the arbitrator’s fee. Any legal
34 expenses incurred shall be paid for by the party engaging said legal counsel.
35

36 **4.4 Arbitrator Powers**
37

38 Insofar as such arbitration is limited solely and simply to interpretation and
39 implementation of the terms of this contract, both parties agree to abide by the
40 results of the findings of the arbitrator. The arbitrator shall not have the power to
41 add to, subtract from, alter, or modify in any way, any of the terms or conditions
42 of this Agreement. It shall be the function of the arbitrator, and he shall be
43 empowered, after due investigation, to make a decision in cases of alleged
44 violation of the specific Articles and Sections of this Agreement.
45

46 **4.5 Personnel Records**
47

48 All records related to a grievance shall be filed separately from the personnel files
49 of an employee.

1
2 **4.6 Bypass**

3
4 By mutual agreement, any step of the grievance procedure may be bypassed.
5

6
7 **4.7 Class Grievance**

8
9 Class grievances involving one or more employees or one or more supervisors,
10 and grievances involving an administrator above the building level may be
11 initially filed by the employee at Step II.
12

13 **4.8 Grievance Withdrawal**

14
15 A grievance may be withdrawn at any level without establishing precedent.
16

17 **4.9 No Written Response**

18
19 If no written decision has been rendered within the time limits indicated by a step,
20 then the grievance shall proceed to the next step.
21

22 **4.10 Costs**

23
24 The fees and the expenses of the Arbitrator shall be shared equally by the parties.
25

26 **4.11 Settlement**

27
28 By mutual agreement, a grievance may be settled at any step.
29
30
31
32
33

34 **4.12 Time Limits**

35
36 All time limits consist of school days. Except when a grievance is submitted
37 fewer than ten (10) days before the close of the current school term, then time
38 limits shall consist of workdays.
39

40 **ARTICLE 5**

41
42 **LEAVES**

43
44 **5.1 Sick Leave**

45
46 Each teacher is granted fifteen (15) days sick leave per year, which may
47 accumulate up to 360 day maximum. When a teacher reaches the 360 day

1 maximum, the teacher will receive fifteen (15) sick leave days. Any sick leave
2 usage in that year will be deducted first from the 15 days.

3
4 Sick leave is defined as time away from work for personal illness, quarantine at
5 home, serious illness or death of anyone that personally affects the employee or
6 birth, adoption or placement for adoption. School Code (105 ILCS 5/24-6)

7
8 The School Board may require a physician's certificate, or if the treatment is by
9 prayer or spiritual means, that of a spiritual advisor or practitioner of such
10 person's faith, as a basis for pay during leave after an absence of three (3) days
11 for personal illness, or as it may deem necessary in other cases.

12
13 The Employer shall furnish each Employee with a written statement at the
14 beginning of each school year no later than September 15th or 45 calendar days
15 after a contract is signed if the contract is signed after the school year begins
16 setting forth the total accumulated sick leave credit for said Employee.

17 **5.2 Business/Personal Leave**

18
19
20 Staff members are entitled to four (4) days leave per year to attend to personal/
21 business affairs, which cannot be handled outside of school hours. These days, if
22 not used, become sick days and are cumulative. Business/personal days may be
23 granted by Board permission for special circumstances on the day prior to or the
24 day following a holiday. Leave shall not be granted the week of any local or state
25 testing. Leave must be requested at least two days in advance except in an
26 emergency. It is not intended to be extra vacation time.

27 **5.3 Family and Medical Leave**

28 **Leave Description:**

29
30
31 Eligible employees may use unpaid family and medical leave, guaranteed by the
32 Federal Family and Medical Leave Act, for up to a combined total of twelve (12)
33 weeks each year, beginning September 1st and ending August 31st of the next
34 year.

35
36
37 Other available paid vacation, personal, or family leave will be substituted for
38 family and medical leave necessitated by birth, adoption/foster care placement, or
39 a family member's serious health condition. Other available paid vacations,
40 personal, or sick leave will be substituted for family and medical leave
41 necessitated by a family member's or employee's own serious health condition.
42 Any substitution required by the policy will count against the employee's family
43 and medical leave entitlement. The District will pay family leave or sick leave
44 only under circumstances permitted by the applicable leave plan. Use of family
45 and medical leave shall not preclude the use of other applicable unpaid leave that
46 will extend the employee's leave beyond twelve (12) weeks, provided that the use
47 of family and medical leave shall not serve to extend such other unpaid leave.
48 Family and medical leave is available in one or more of the following instances:

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1. The birth and or first-year care of a son or daughter;
 2. The adoption or foster placement of a child;
 3. The serious health condition of an employee’s spouse, parent, or child;
and
 4. The employee’s own serious health condition.

Employees may take an intermittent or reduced-hour family and medical leave when the reason for the leave is Item 3 or 4 above, with certain limitations provided by law.

Within fifteen (15) calendar days after the Superintendent makes a request, an employee must support a request for a family and medical leave when the reason for the leave is Item 3 or 4 above, with a certificate completed by the employee’s or family member’s health care provider. Failure to provide the certification may result in a denial of the leave request.

If both spouses are employed by the District, they may together take only twelve (12) weeks for family and medical leaves when the reason for the leave is item 1 or 2 above, or to care for a sick parent.

Eligibility:

To be eligible for family and medical leave, an employee must:

1. Have been employed by the District for at least twelve (12) months (the 12 months need not be consecutive) and have been employed for at least 1,250 hours of service during the twelve-month period immediately before the beginning of the leave.

Notice:

If possible, employees must provide at least thirty (30) days’ notice to the District of the date when a leave is to begin. If thirty (30) days’ notice is not practicable, the notice must be given with two (2) business days of when the need becomes known to the employee. Employees shall provide at least verbal notice sufficient to make the District aware that he or she needs a family and medical leave, and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay in granting the requested leave until at least thirty (30) days after the date the employee provides notice.

Continuation of Health Benefits:

During a family and medical leave, employees are entitled to continuation of health benefits that would have been provided if they were working. If the FMLA

1 leave is unpaid (sick leave is not being utilized), the employee shall pay his/her
2 share of monthly health care costs as per the negotiated contract.

3
4 **Return to Work:**

5
6 An employee returning from a family and medical leave will be given an
7 equivalent position to his or her position before the leave, subject to the District's
8 reassignment policies and practices.

9
10 Classroom teachers may be required to wait to return to work until the next
11 semester in certain situations as provided by law.

12
13 **5.4 Leave of Absence for Jury Duty**

14
15 Any Employee called for jury duty shall be paid his/her full compensation for
16 such time with no loss of any leave, seniority, or loss of any other benefits. No
17 loss of pay will occur when the Employee signs over the Jury Duty paycheck to
18 the District.

19
20
21 **5.5 Leave of Absence Without Pay**

22
23 Leaves of absence without pay may be granted to tenured employees who have
24 rendered satisfactory service to the District and who desire to return to
25 employment in a similar capacity at a time mutually consistent with the needs of
26 the District as determined by the Board.

27
28 Each approved leave of absence shall be of the shortest possible duration required
29 to meet the purpose for the leave consistent with a reasonable continuity of
30 instructions for students. Leaves of absence without pay for not more than one
31 year may be granted to tenured teachers according to the following conditions:

- 32
- 33 1. Written requests for leaves of absence without pay should be made at least
34 three months before the leave is desired, subject to approval by the Board.
 - 35 2. Dates of departure and return must be acceptable to the administration and
36 determined prior to initiating the request.
 - 37 3. Leaves of less than one month, if acceptable to and approved by the
38 administration, will not require Board approval nor three month's notice.
 - 39 4. Leaves may be granted for:
 - 40
 - 41 a. Advanced study leading to a degree in an approved university;
 - 42 b. Educationally related travel if the applicant provides an itinerary
43 and an explanation of how such travel will improve the educational
44 program.
 - 45 c. Military service;
 - 46 d. Maternity;
 - 47 e. Other reasons acceptable to the Board, which will improve the
48 educational program in the District.

5. Employees on such leave may continue insurance benefits if they reimburse the District for any pro-rata costs of benefits for which they apply.
6. Employees will not advance on the salary schedule one full step while on any approved leave of absence without pay unless they have worked at least one hundred twenty (120) days in that school year in which the leave was granted.
7. Seniority does not accrue during any portion of a leave.
8. An employee returning from leave shall be reinstated to position for which he/she is qualified to teacher.

ARTICLE 6

WORKING CONDITIONS

6.1 Dress Code

District employees shall recognize the importance of professional dress and attire in the work place.

6.2 Curriculum

The curriculum is approved by the Board of Education. Teachers may propose changes to the curriculum to the Superintendent, who may share those proposed changes with the Board. Teachers may not make changes in the curriculum without the approval of the superintendent or the Board. The textbooks as adopted by the Board must be used as the main text for a course. The teachers may, upon prior approval, use supplementary materials as needed for that particular class.

6.3 Preparation Period

All full time employees shall, on a normal school day, have an unassigned preparation period of no less than one class period of equal length per day at the junior high, and no less than thirty (30) minutes per day at the grade school. Daily preparation periods shall be provided in blocks of no less than thirty (30) minutes within the student day.

6.4 Hours

Teachers are expected to be in the school building from 7:45 a.m. to 3:25 p.m. If an employee wishes to leave before 3:25 p.m. for a doctor or dental appointment, etc., he/she must have the prior approval of the Superintendent or his/her designee. Except for a scheduled event or an emergency, employees covered by this Agreement should not be in the building between the hours of 9:00 p.m. and

1 6:00 a.m. If a teacher needs to be in the building between the evening and early
2 morning hours it must be with the prior approval of the Superintendent or his/her
3 designee.
4

5 On Fridays, when evening events require the presence of the teacher, and the last
6 day before a vacation period, teachers may leave as soon as students have cleared
7 the building and buses have departed.
8

9 In an emergency when declared by the Superintendent, teachers may not leave
10 until authorized to do so.
11

12 **6.5 Lesson Plans**

13 Daily plans shall be kept in detail, prepared for at least five (5) days for a
14 substitute if one is needed.
15

16 The Superintendent or his/her designee will review lesson plans on a regular
17 basis.
18

19 **6.6 Class Schedule**

20 Each teacher must prepare a schedule of classes on the form provided by the
21 office. One copy is to be sent to the office before September 4th and one copy
22 should be retained for the teacher's files.
23

24 **6.7 Teachers' Meetings**

25 Except in the case of an emergency, meetings and workshops may be held as
26 needed within the teacher workday. The teacher workday may be extended
27 within reason to accommodate staff meetings or workshops. At no time shall
28 such an extension require a teacher to arrive earlier than 7:30 a.m. or remain later
29 than 4:00 p.m.
30

31 Various committee meetings will be set up throughout the year. Illustrations of,
32 but not limited to, are Discipline Committee, School Improvement Committee and
33 Athletic Committee. Efforts will be made by the administrators to schedule these
34 meetings at an agreeable time for all concerned. Committee meetings and school
35 improvement work will be kept at a minimum and the length of meeting time will
36 be reasonable.
37

38 **6.8 Student Day**

39 The normal student day at Newark Grade School shall be no longer than seven (7)
40 hours, except in the case of an emergency. The normal student day at Millbrook
41 Junior High shall be no longer than six hours and forty-five minutes (6' & 45"),
42 except in the case of an emergency.
43

1 **6.9 Discipline**

2
3 Discipline is the responsibility of each and every teacher.

4
5 As a last resort, a student should be sent to the office. A Behavior Referral will
6 be written within twenty-four (24) hours of the infraction.

7
8
9 **6.10 Tuition Reimbursement**

10
11 An employee shall be reimbursed up to \$250.00 per semester hour, to a maximum
12 of six (6) hours per year for tuition costs of graduate level courses pre-approved
13 by the Superintendent or his/her designee.

14
15
16 **6.11 Professional Workshops**

17
18 Upon receipt of documented expenditures, the Board shall reimburse each
19 employee up to \$250.00 per school year to pay the costs of professional
20 workshops and seminars that have been pre-approved by the Superintendent or
21 his/her designee.

22
23
24
25
26 **6.12 Duty-Free Lunch**

27
28 Each teacher shall have a duty-free lunch period of no less than thirty (30)
29 minutes. Teachers are not required to remain on district property during this
30 lunch period. If a teacher leaves district property, they shall sign out in the office
31 before leaving and sign in upon their return.

32
33 **6.13 School Calendar**

34
35 The Board shall allow input from the Association regarding the school calendar.

36
37 **6.14 Teacher Assignments**

38
39 Unless notified differently by the last day of school, all teachers are to assume
40 they have the same assignment the next school year as the current school year. If
41 the assignment changes, the teacher will be notified in writing as soon as the
42 assignment becomes permanent.

43
44
45
46 **ARTICLE 7**

47
48 **INSURANCE**

1
2 **7.1 Health and Hospitalization**
3

4 For the 2014-2015 school year, the school district shall pay \$575.00 per month for
5 single coverage for health, life, accidental death and dismemberment insurance
6 under a group plan. The difference between the current premium and the board
7 contribution will be shared equally between the District and the employee. For the
8 2015-2016 school year, the school district shall pay \$600.00 per month for single
9 coverage for health, life, accidental death and dismemberment insurance under a
10 group plan. The difference between the current premium and the board
11 contribution will be shared equally between the District and the employee.
12 For the 2016-2017 school year, the school district shall pay \$625.00 per month for
13 single coverage for health, life, accidental death and dismemberment insurance
14 under a group plan. The difference between the current premium and the board
15 contribution will be shared equally between the District and the employee.
16 The employee may cover his/her dependents, if he/she so desires, at an additional
17 cost.
18

19 An Insurance Committee will be formed; made up of 2 NMEA members, 1 non-
20 certified employee, 2 Board members and the Superintendent. The purpose of the
21 committee will be to research the insurance market with the assistance of an
22 insurance consultant and bring their findings to the Board. The final selection of
23 the insurance provider or third party administrator shall remain the responsibility
24 of the Board of Education.
25
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31 **ARTICLE 8**

32 **COMPENSATION**

33 **8.1 Pay Procedure**
34

35 Teachers will be paid over a twelve-month period. Checks are issued bi-weekly.
36
37 Withholding is made for federal and state, Medicare taxes, and Illinois Teachers'
38 Retirement System contributions and others as requested by the employee.
39
40

41 **8.2 Pro-rata For Part-time Teachers**
42

43 Part-time certified classroom teachers shall receive a pro-rated share of benefits,
44 i.e. sick leave, business leave. Insurance benefits are not available to part-time
45 employees.
46
47
48

1 **8.3 Reduction in Pay**

2
3 In the event an employee is to have his/her salary reduced he/she shall be reduced
4 in pay on the basis of the total salary divided by 180 times the number of days to
5 be docked.
6

7
8 **8.4 Salary Schedule Advancement**

9
10 Regular, full-time teachers who have been granted a temporary leave of absence
11 shall advance on the salary schedule one full step after working 120 days in any
12 given school year in which a leave is effective.
13

14 **8.5 Graduate Hour Credit**

15
16 Effective August 21, 1995, teachers who earn graduate hour credit may be
17 advanced on the salary schedule provided the following requirements have been
18 met:
19

- 20 1. The teacher shall present a request for course subject approval to the
21 Superintendent in advance.
22
23 2. The Superintendent may accept or reject the course based on its pertinence
24 to the area of Education or as the course relates to subject(s) taught.
25
26 3. Once advance approval for the course is given and the course is taken, the
27 following conditions must be met prior to the teacher receiving the
28 appropriate salary schedule placement.
29
30
31 ➤ All hours must be earned at an accredited university, or at pre-
32 approved Workshops or Seminars.
33
34 ➤ Satisfactory completion of the course must be demonstrated.
35 Satisfactory shall be defined as “C” or better.
36
37 ➤ An official transcript from the university demonstrating successful
38 completion must be on file in the District’s Administrative Office.
39
40

41 Teachers shall be advanced to the appropriate earned step on the salary schedule
42 only at the beginning of the academic year following completion of state
43 requirements.
44
45
46
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48

1 **8.6 Shelter Teacher Retirement Contribution**

2
3 From the established salary schedule, according to authority granted by the
4 Pension Reform Act of 1974, Section 414(h)(2) of the Internal Revenue Code, the
5 Board of Education shall pick up the employee’s Teacher Retirement System
6 contribution. The Board of Education shall pick up these employee contributions
7 from the same source of funds, which is used in paying earnings to the employee.
8

9 The Board of Education may pick up these contributions by a reduction in the
10 cash salary of the employee or by an offset against a future salary increase or by a
11 combination of a reduction in salary and offset against a future salary increase.
12

13 The purpose of “picking up” such contributions is to defer the income tax due on
14 retirement system contributions until these amounts are distributed or made
15 available to the teacher.
16

17 Should any of the above be declared improper by an I.R.S. ruling or opinion, that
18 portion thereof shall be deleted from this policy to the extent that it violates the
19 ruling or opinion.
20

21 **8.7 Payroll Deductions**

22
23 a. Upon written request of the employee, the Employer shall authorize
24 deductions of membership dues for the IEA/NEA. Such authorization
25 shall continue from the beginning of the year to year end unless revoked in
26 writing between May 15th and June 15th of any year. The Employer shall
27 deduct 1/18 of such dues from the salary checks for that employee for nine
28 (9) months beginning in September. Deductions for employees hired after
29 that date shall be pro-rated to complete payments for that year.
30

31 b. Credit Union

32
33 The Board shall provide an optional payroll deduction plan for the Kane
34 County Teachers Credit Union

35 c. Annuities

36
37 The Board shall offer a tax-sheltered annuity plan. All vendors offering
38 products must meet the District’s plan requirements. Any fees required
39 from the vendor shall be paid by the employee.
40
41

42 **8.8 Compensation Schedule Placement**

43
44 When a new teacher is hired they will be given the base salary plus \$500.00 per
45 year of experience up to five (5) years. They will also be compensated lane
46 change increase amounts for credit hours they have acquired beyond their
47 Bachelor’s degree. The base salary for 2014-2015 is \$29,850. The base salary
48 for 2015-2016 is \$30,850. The base salary for 2016-2017 is \$31,850.

1 **8.9 Internal Substitution**
2

3 Teachers who volunteer to serve as in-house substitutes during planning or lunch
4 periods shall be compensated at the following rates:

5 Junior High - \$20 per period

6 Elementary - \$25 per clock hour
7
8

9 **8.10 Retirement Incentive Options**
10

11 A. Teachers are eligible for the District Retirement Incentive if they have:

- 12 - rendered at least ten (10) years of full time teaching service to the
- 13 District and
- 14 - the minimum age required by TRS to qualify for retirement eligibility
- 15 - will not participate in the TRS Early Retirement Option (ERO)
- 16 - submitted an irrevocable notice of intent to retire by May 15, prior to
- 17 the final year(s) of service
18

19 B. **Four-Year Notice** - Teachers who give a four-year notice of intent to
20 retire will receive a six percent (6%) increase in creditable earnings in
21 the first year and a six percent (6%) increase in creditable earnings the
22 second year and a six percent (6%) increase in creditable earnings in the
23 third year and a six percent (6%) increase in creditable earnings in the
24 fourth year. Should a teacher electing this retirement option no longer
25 coach, sponsor, or serve on previously held paid positions after giving
26 notice of their intentions to accept this retirement option, then the 6%
27 increase in salary will be adjusted accordingly and recalculated to reflect the
28 teacher's new creditable earnings status.
29

30
31
32
33 C. **Three-Year Notice** – Teachers who give a three-year notice of intent to
34 retire will receive a six percent (6%) increase in creditable earnings in
35 the first year and a six percent (6%) increase in creditable earnings the
36 second year and a six percent (6%) increase in creditable earnings in the
37 third year. Should a teacher electing this retirement option no longer
38 coach, sponsor, or serve on previously held paid positions after giving
39 notice of their intentions to accept this retirement option, then the 6%
40 increase in salary will be adjusted accordingly and recalculated to reflect the
41 teacher's new creditable earnings status.
42

43
44 D. **Two-Year Notice** – Teachers who give a two-year notice of intent to
45 retire will receive a six percent (6%) increase in creditable earnings in
46 the first year and a six percent (6%) increase in creditable earnings the
47 second year. Should a teacher electing this retirement option no longer
48 coach, sponsor or serve on previously held paid positions after giving

1 notice of their intentions to accept this retirement option, then the 6%
2 increase in salary will be adjusted accordingly and recalculated to
3 reflect the teacher's new creditable earnings status.
4
5

- 6 E. **One-Year Notice** – Teachers who give a one-year notice of intent to
7 retire will receive a six percent (6%) increase in creditable earnings in
8 the final year of service. Should a teacher electing this retirement
9 option no longer coach, sponsor or serve on previously held paid
10 positions after giving notice of their intentions to accept this retirement
11 option, then the 6% increase in salary will be adjusted accordingly and
12 recalculated to reflect the teacher's new creditable earnings status.
13
14

15 **8.20 Early Retirement Option (ERO)**

16
17 The Board shall apply the ERO eligibility criteria set forth herein during the term
18 of this Agreement, or until June 30, 2016 whichever is earlier. For teachers who
19 elect and qualify for ERO pursuant to the requirements herein, the Board shall
20 issue a certificate of eligibility indicating that the teacher satisfied the District's
21 criteria.
22

23 **Eligibility Requirements**

- 24 a. The teacher shall have at least twenty (20) consecutive years of full-time
25 continuous contractual service status with the district, including the final
26 year of employment.
27 b. The teacher shall meet the regular age and years of service requirements
28 for ERO as determined by TRS – currently at least age 55 with at least 20
29 years of service.
30 c. The teacher shall not have received a salary increase in any years
31 considered by TRS for computing the teacher's retirement annuity such
32 that the Board would owe a "penalty" payment to TRS for any salary
33 increase in excess of any limits imposed by TRS.
34 d. The teacher shall not participate in or receive any of the benefits of the
35 Board's local retirement incentive set forth in Section 8.10 of the District's
36 Collective Bargaining Agreement. Any teacher who has elected the
37 Board's local retirement incentive shall not be eligible for participation
38 in ERO.
39 e. The teacher shall be solely responsible for the payment of the employee
40 contribution to TRS for the ERO.
41
42

43 **Limitations**

- 44 a. In any school year in which an eligible teacher applies for ERO as
45 provided herein, the Board shall approve a maximum of two (2)
46 teachers for participation in ERO in that school year.
47 b. In the event more than two eligible teachers apply for ERO as
48 provided herein in the same school year, the Board shall select the

1 teachers with the longest continued contractual service in the District.

2
3 **Notice**

- 4 a. Teachers shall apply for ERO by submitting in writing to the
5 Superintendent a notice of intent to retire under ERO. This notice
6 shall be submitted by no later than April 1 of the year prior to the
7 teacher's proposed final school year of employment.
- 8 b. The Board shall notify the teacher of its decision on the application
9 by no later than May 1 of the year prior to the teacher's final school
10 year of employment.
- 11 c. Upon approval by the Board of a teacher's application, the teacher's
12 notice of intent to retire under ERO shall be final and irrevocable
13 unless the Board, in its sole discretion agrees to rescind the approval.
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COMPENSATION SCHEDULE*

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<u>EMPLOYEE</u>	<u>YEARS**</u>	<u>YEARS 1**</u>	<u>LANE**</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
	1PT,1FT	1	BS+6	31,050	32,137	33,181
	1PT,1FT	1	BS	29,850	30,895	31,899
	1PT,1FT	1	MS	36,750	38,036	39,272
	1PT,2FT	2	BS	30,000	31,050	32,059
	1PT,2FT	2	MS	36,900	38,192	39,433
	4PT	9	BS	30,417***	31,482***	32,505***
	7FT	7	BS(+3)	33,798	34,981	36,118
	1PT,8FT	9	BS+6	37,153	38,453	39,703
	12FT	13	BS+12	42,054	43,526	44,941
	11FT	15	BS+6	42,675	44,169	45,604
	1PT,10FT	16	BS+12	44,673	46,237	47,740
	30FT	30	BS+24(+1)	66,435.50	70,421.63	74,646.92

*Includes Teacher Retirement Contribution

**YEARS = District Years; YEARS 1 = Compensation Years

**Years, Years 1, and Lane Placement for the 2014-2015 school year only. Future years, years 1 and lane change increases not reflected above.

**Lane Change Pay Increase Rate: BS+6 and/or BS+12 - \$1200.00 per lane
 BS+18 and/or BS+24 - \$1400.00 per lane
 MS - \$1700.00

***Salary may be subject to change due to job requirements.

1 **Coaching/Other Duty Stipends 2014-2017**

2
3 These numbers will be used as bases for new coaches in the future. Present coaches will receive
4 a 3% increase each year.
5

6
7

	<u>New Hire Base</u>	<u>Continuing Coach Salary</u> <u>2014-2015</u>
8		
9		
10 Soccer	\$1000.00	\$1000.00
11		
12 Boys 7-8 Basketball	\$1500.00	\$1500.00
13 Boys 5-6 Basketball	\$1500.00	\$1500.00
14		
15 Girls 7-8 Basketball	\$1500.00	\$1500.00
16 Girls 5-6 Basketball	\$1500.00	\$1500.00
17		
18 Girls 7-8 Volleyball	\$1500.00	\$1500.00
19 Girls 5-6 Volleyball	\$1500.00	\$1500.00
20		
21 Cheerleading	\$1500.00	\$1500.00
22		
23 Track	\$1000.00	\$1000.00
24		
25 Yearbook	\$1500.00	\$1500.00
26		
27 Athletic Director	\$ 0*	\$ 0
28		
29 Head Teacher (Millbrook)	\$ 0	\$0
30		
31 Scholastic Bowl	\$1000.00	\$1000.00
32		
33 Speech	\$500.00	\$500.00
34		
35		
36		
37		

38 *If other than Administration serves as Athletic Director, New Hire Base will be \$1500.00.
39
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1
2 **ARTICLE 9**
3

4 **9.1 No Strike**
5

6 It is agreed and understood that there will be no strike, work stoppage,
7 slow-down, picketing, or other concerted action or refusal or failure to
8 fully and faithfully perform job functions and responsibilities or other
9 interference with the operations of the District by the Association or by its
10 officers, agents, or members during the term of this Agreement, including
11 compliance with the request of other labor organizations to engage in such
12 activity.
13

14 The Association recognizes the duty and obligation of its representatives
15 to comply with the provisions of this Agreement and to make every effort
16 toward inducing all employees to do so.
17

18 **ARTICLE 10**
19

20 **10.1 Term of the Agreement**
21

22 This Agreement shall be effective as of June 16, 2014 and shall continue
23 in full force and effect through June 15, 2017. The Board and the
24 Association agree to begin negotiations no later than March 1 of the
25 expiration year of the existing collective bargaining agreement.
26

27
28 **10.2 Complete Understanding**
29

30 The terms and conditions set forth in this Agreement represent the full and
31 complete understanding between the parties. The terms and conditions
32 may be modified only through the written mutual consent of the parties.
33

34 The parties acknowledge that, during the negotiations which resulted in
35 this Agreement, each had the unlimited right and opportunity to make
36 demands and proposals with respect to any subject or matter not removed
37 by law from the area of collective bargaining, and that the understandings
38 and agreements arrived at by the parties after the exercise of that right and
39 opportunity are set forth in this Agreement. Therefore, the Board and the
40 Association, for the duration of this Agreement, each voluntarily and
41 unqualifiedly waive any rights which might otherwise exist under law to
42 negotiate over any matter during the term of this Agreement, and each
43 agrees that the other shall not be obligated to bargain collectively with
44 respect to any subject or matter referred to, or covered by this Agreement,
45 including the impact of the Board's exercise of its rights as set forth herein
46 on wages, hours or terms and conditions of employment nor will
47
48

1 negotiations be reopened on the impact of a decision by the Board on an
2 inherent managerial policy, even though such subjects or matters may not
3 have been within the knowledge or contemplation of either or both of the
4 parties at the time they negotiated or signed this Agreement. Therefore,
5 this Agreement constitutes the sole, entire existing Agreement between the
6 parties hereto, supersedes all prior agreements, oral and written, expressed
7 or implied, between the District and the employees' representative and
8 expresses full and without reservation all obligation and restrictions
9 imposed upon each of the respective parties during the term of this
10 Agreement.

11
12 All prior charges, complaints, grievances, discharges or reprimands,
13 known or unknown before the signing of this Agreement are not subject to
14 this Agreement.

15
16 **10.3 Saving Clause**

17
18 Should any Article, Section, or Clause of this Agreement be declared
19 illegal by a court of competent jurisdiction, then that Article, Section or
20 Clause shall be deleted from this Agreement to the extent that it violates
21 the law. The remaining Articles, Sections, and Clauses shall remain in full
22 force and effect.

23
24
25 **ARTICLE 11**

26
27 **Effective Date of Agreement**

28
29 This Agreement is signed this 11th day of August, 2014. In witness thereof:

30
31
32 FOR THE NEWARK-MILLBROOK
33 EDUCATION ASSOCIATION/IEA-NEA

34
35 FOR THE BOARD OF EDUCATION
36 NEWARK C.C. #66

37 _____ President

38 _____ President

39 _____ Secretary

40 _____ Secretary

41 _____ Date

42 _____ Date